

GRANT AGREEMENT

Contract #000000000000000000025285

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Utility Regulatory Commission (the "State") and **CITY OF BOONVILLE** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Grant Funds

The purpose of this Grant Agreement is to enable the State to award a grant of \$6,357.88 to the Grantee for eligible costs of the services or project (the "Project") described in Exhibits A and B of this Grant Agreement, which are incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-1-26-24 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project

A. The Grantee shall implement and complete the Project in accordance with Exhibit A and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a [weekly/monthly/quarterly] basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term

This Grant Agreement commences on April 1, 2018 and shall remain in effect through April 1, 2019. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4, and as permitted by the state or federal law governing this Grant.

5. Grant Funding

A. The State shall fund this Grant in the amount of \$6,357.88. The approved Project Budget is set forth as Exhibit B of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims

- A. Unless otherwise authorized by statute and agreed to in this Grant Agreement, all payment shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing. If advance payment of a portion of the grant funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide the State with a reconciliation of those expenditures.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within 10 calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 35 calendar days following the date the services were provided. All final claims and reports must be submitted to the State within 10 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.
- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the grant application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Audits and Maintenance of Records

Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

9. Compliance with Laws

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Grant.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review

to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC §5-22-3-7:
 - (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
 - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

10. Drug-Free Workplace Certification

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Grantee's employees within the State of Indiana and cannot be further modified, altered or changed. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

11. Employment Eligibility Verification

As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

12. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant

Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. Governing Law

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

14. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

15. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

16. Notice to Parties

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

For payment notices and invoices:

Mary Becerra
Indiana Utility Regulatory Commission
101 West Washington Street, Suite 1500E
Indianapolis, Indiana 46204

For legal notices:

Beth E. Heline, General Counsel
Indiana Utility Regulatory Commission

101 West Washington Street, Suite 1500E
Indianapolis, Indiana 46204

B. Notices to the Grantee shall be sent to:

John Dohrn
Boonville Fire Department
410 S. 4th Street
Boonville, Indiana 47601

C. Grantee address for W-9/Direct Deposit (if different from subsection B):

D. As required by IC §4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

17. Order of Precedence

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable law or other controlling document described in paragraph 20, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) exhibits prepared by Grantee.

18. Termination for Breach

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

19. Termination for Convenience

Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

20. Federal and State Third-Party Contract Provisions

There are no federal funds provided by this Grant.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.
Non-Collusion, Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the

Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant. The parties, having read and understood the foregoing terms of this Grant, do by their respective signatures dated below agree to the terms thereof.

CITY OF BOONVILLE

Indiana Utility Regulatory Commission

By: Charles R Wyatt

By: Beth E. Heline

Title: Mayor of Boonville Indiana

Title: General Counsel

Date: February 22, 2018

Date: March 5, 2018

	Electronically Approved by: Department of Administration By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>
Electronically Approved by: State Budget Agency By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Approved as to Form and Legality: Office of Attorney General <i>Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on August 17, 2017. FA 17-29</i>

Exhibit A – Safe Dig Indiana Local Grant Application

Grantee Contact Information

1. **Local Government Name:** BOONVILLE FIRE DEPARTMENT
2. **Contact Person's Name:** JOHN DOHRN- ASSISTANT FIRE CHIEF
3. **Phone number:** 812-897-0280
4. **Address for Notices:** 410 S. 4TH ST. BOONVILLE, IN. 47601
5. **Address for W-9 and Direct Deposits:** PO BOX 508, 135 S. 2ND ST. BOONVILLE, IN. 47601
6. **Email:** JDOHRN@BOONVILLEFIRE.ORG
7. **Local Government Website (if applicable):** CITYOFBOONVILLEINDIANA.COM
8. **Alternate Contact Person, Phone, and Email (if applicable):** Click here to enter text.
9. **Name and Title of The Person Who Will Be Authorized to Sign the Grant (Mayor, Clerk, Treasurer, Controller, Trustee, Auditor, or similar position as appropriate):**
CHARLIE WYATT-MAYOR

Grant Project Scope

10. **Under IC 8-1-26-24, the Underground Plant Protection Account is established to provide funding for programs established and administered by the Commission as listed below.**

The project you are requesting will be a training or educational program for [please check at least one box]:

- City
- Town
- County
- Other Entity (explain) TRAINING FOR CITY, WITH TRAINING FOR OTHER SURROUNDING SMALL TOWNS.

11. **Please explain the connection the training attendees have to utility safety: *THE BOONVILLE FIRE DEPARTMENT, VEOLIA, AND BOONVILLE NATURAL GAS COMPANY, AND SURROUNDING FIRE DEPARTMENTS , UTILITLY COMPANIES HAVE CONNECTIONS WHEN IT COMES TO SAFETY AND DIGGING. BOONVILLE FIRE DEPARTMENT HANDLES ALL SAFETY AND RESCUE OPERATIONS NEEDED, VIOLIA AND BOONVILLE NATURAL GAS ASSISTS IN OPERATIONS AND WILL BE THE MAIN ONES DOING ANY EXCAVATION WORK***

You must successfully complete the IURC's free online training regarding safe digging practices prior to applying for this Grant. This training can be found at safedigindiana.com. Please list the certificates your local government's employees have completed and attach those certificates to this application as Exhibit C. *THE FREE ONLINE TRAINING REGARDING SAFE DIGGING WILL BE COMPLETED AT THE TIME OF THE TRAINING PROGRAM. ALL MEMBERS WILL SIGN IN TO CONFIRM COMPLETION OF MATERIALS, DOCUMENTS WILL BE UPLOADED AND SENT IN AFTER THE TRAINING PROGRAM FOR DISPERSE OF FUNDS. .*

12. Please provide a detailed description of the proposed training or education program. If an agenda exists, please attach it. THE BOONVILLE NATIONAL GAS COMPANY AND THE BOONVILLE FIRE DEPARTMENT WILL HOST A TRAINING PROGRAM ON APRIL 9TH, 2018. THIS PROGRAM WILL INCLUDE EMERGENCY WORKERS FROM THE COUNTY, AND CONTRACTORS FROM LOCAL AND SURROUNDING UTILITY COMPANIES. THE PROGRAM WILL GO OVER THE INDIANA DIG LAW , AND IN EMERGENCY SITUATIONS OF WHAT TO DO, INCLUDING CALLS, AND HOW TO HANDLE A SCENE. LIVE DEMONSTRATIONS AND POWERPOINTS TAUGHT BY INSTRUCTORS STEV BAKER (BAKER-PTERSON,LLC)(CALL BEFORE YOU DIG/RESPONSE) RON SIX OVER EXPLOSIVE CHAMBER, AND DREW YANDO WITH HEALTH CONSUTTANTS DEMONSTRATE EQUIPMENT. A MEAL WILL BE PROVIDED DURING THIS EVENT..
13. Please select the entity that will conduct the training or education program:

- Baker-Peterson:**
Steve Baker at SBaker@baker-peterson.com
- Indiana 811:**
- Paradigm:**
EMS training dates may be found at INPAA.org
Excavator training dates may be found at IN.Pipeline-awareness.com
Additional training dates can be scheduled by contacting Tim Friesen at TimF@pdigm.com or Steve Roberts at SteveR@pdigm.com
- Indiana Damage Prevention Council** (meeting or event): You may determine the appropriate meeting by selecting your nearest region at Indiana811.org/DPC
- Gas Operator with Facilities in Indiana:** BOONVILLE NATURAL GAS
- Contract Locator that Locates Facilities in Indiana:** Click here to enter text.
- Other Indiana-Based Entity:** Click here to enter text. *See attached*

If you need assistance selecting an appropriate training or education provider, please contact the UPPA Program Manager at DarbMiller@urc.in.gov

14. Please provide a description of how you will measure results to determine the value and relative effectiveness of the training or education program: EFFECTIVE HAZMAT PREPAREDNESS BETWEEN RESPONDING FIRE PERSONNEL FROM DIFFERENT AGENCIES IS CRITICAL FOR COORDINATION AND FIREFIGHTER SAFETY. THIS PROJECT WILL INCREASE THE EFFECTIVENESS OF THE SAFE AND EFFICIENT HANDLING OF HAZARDOUS MATERIAL INCIDENTS, ENHANCE IMPLEMENTATION OF THE EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW ACT (EPCRA). THE EFFECTIVENESS OF THE TRAINING PROGRAM WILL ALLOW QUICKER RESPONSE AMONG RESPONDERS DURING HAZARDOUS INCIDENTS BY PROVIDING KNOWLEDGE OVERALL. THIS WILL ALLOW US TO PROTECT AGAINST THE RISKS OF LIFE, PROPERTY AND THE ENVIRONMENT. BY COMPLETION OF THE TRAINING WE WILL VALIDATE COORDINATION AND COMMUNICATIONS CAPABILITIES FOR INCIDENTS, VERIFY POLICIES AND PROCEDURES FOR RESPONDING TO HAZARDOUS PIPELINE INCIDENTS, IDENTIFY THE OVER STRENGTHS AND WEAKNESSES OF HAZARDOUS PIPELINE PLANS. RESULTS FROM THE TRAINING WILL BE VALUE WITH A SHORT SURVEY QUESTIONNAIRE FOLLOWING THE PROGRAM.
15. Estimated date(s) of training: MONDAY APRIL 2ND, 2018.
16. Estimated length of time for the training (in hours or days): 5:00 PM TO 8:30 PM ON DAY OF TRAINING.

Metrics Information

17. How did you learn about the UPP Account Fund? BOONVILLE NATURAL GAS AND CITY HALL
18. What is your current role involving, or with responsibility for activities involving, excavation and the assurance of underground facility safety? AS THE ASSISTANT FIRE CHIEF WITH THE BOONVILLE FIRE DEPARTMENT WE WORK CLOSELY WITH THE BOONVILLE NATURAL GAS COMPANY AND OTHER UTILITY COMPANIES.

Fiscal Justification (To be filled out by the appropriate fiscal officer or equivalent)

19. Fiscal justification for receiving these grant funds: THE PIPELINE TRAINING IS A VITAL LINK FOR DISSEMINATION OF VITAL TRAINING TO MULTIPLE SAFETY AGENCIES ANY HAZARDOUS PIPELINE INCIDENTS. OUR EMERGENCY HAZMAT PREPAREDNESS HAS ALWAYS BEEN CONSIDERED A PRIORITY BY THE DEPARTMENT, BUT HAS SLIPPED THROUGH THE FINANCIAL CRACKS WHILE OTHER ISSUES SUCH AS FUEL, HEALTH CARE, PPE, VEHICLE REPAIRS AND MAINTENANCE EXPENSES HAVE ESCALATED THIS MAKES IT VERY HARD FOR THE CITY TO MAKE ENDS MEET FINANCIALLY. WE ARE ASKING FOR THE \$6357.88 IN ADVANCE, THAT WILL FUND FOR A TRAINING/EDUCATIONAL PROGRAM FOR OVER 100 PEOPLE. THE COURSE WILL CONSIST OF INDIANA PIPELINE SAFETY, KNOW BEFORE YOU DIG, ALL TAUGHT BY INSTRUCTORS STEVE BAKER OF BAKER-PETERSON,LLC. (CALL BEFORE YOU DIG/ RESPONSE), RON SIX OVER EXPLOSIVE CHAMBER, AND DREW YANDO WITH HEALTH CONSULTANTS DEMONSTRATE EQUIPMENT TRAINING WILL ALSO INCLUDE HANDS ON LIVE DEMONSTRATIONS AND A MEAL PROVIDED. CORE CAPABILITIES RELATING TO NFPA 472 HAZARDOUS MATERIALS INCIDENTS. KNOWING WHAT TO DO AND HAVING THE RIGHT EQUIPMENT TO FUNCTION PROPERLY MAKES THE DIFFERENCE BETWEEN SUCCESSFULLY RESOLVING THE INCIDENT OR BECOMING PART OF THE PROBLEM. WITH THE TRAINING/EXERCISE/EQUIPMENT WE WILL BE IMPROVING INTERAGENCY INTEROPERABILITY TO BETTER RESPOND TO AND MITIGATE HAZMAT MATERIAL INCIDENTS.

Additional Trainer bios:

RON SIX- Sr. Utility Consultant

AEGIS Insurance Services

November 1999 - Present (18 years 3 months)

Managed the Gas Operator Training programs where I have trained over 35,000 gas company employees over the past 25 years. Conducted Risk Assessments for AEGIS member companies and have been a presenter of Lessons Learned and other topics at hundreds of Gas Association conferences across the country.

Director Education and Training

Heath Consultants Inc.

June 1970 - November 1999 (29 years 6 months)

Prior to joining AEGIS I worked 29 years for Heath Consultants Inc. I started as a field consultant than went into technical services, sales and for the last 5 years I was the Director of Education and Training.

I am also a veteran of the United States Army having served from February 1966 until February 1968 and obtaining the rank of Sargent (E-5) prior to my discharge.

I currently live in Columbus, OH with my wife Kathy. I plan on retiring from AEGIS Insurance Services, Inc. in May of 2014 and have created my own consulting company RMSix Consulting Services, LLC where I will continue to conduct the Gas Operator Training class for AEGIS after my retirement.

DREW YANDO

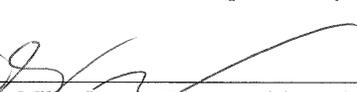
Drew Yando is a sales Consultant with Heath Consultants. He is a 1980 graduate of Paul Smiths College with a AAS degree in organic science. He started work for Heath Consultants in 1985 as a field tech doing leak survey locates and odor investigations. In 1993 He started in sales covering the Midwest. Drew is married and has three children. On Friday nights He can be found at the High School running the chain gang at the local football game.

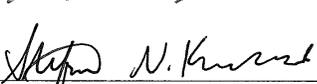
UPP Account Committee Approval

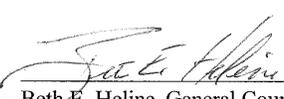

James F. Huston, Interim Chairman

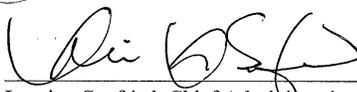

David E. Ziegner, Commissioner


Steve Allen, Director of the Pipeline Safety Division


Darby Miller, Program Manager of the Underground Plant Protection Fund


Stefanie Krevda, Executive Director of External Affairs


Beth E. Helene, General Counsel


Loraine Seyfried, Chief Administrative Law Judge


Robert Veneck, Executive Director of Technical Operations

Date Approved: 2-7-18

Exhibit B – Project Budget

Instructions: Insert your project budget here. Your budget should be detailed and must include a total. Generally, claims shall be submitted to the IURC within 35 calendar days following the date the services were provided and claims may be submitted on a monthly basis only. If you are requesting payments in advance, you must provide the justification.

Total amount requested: \$ 6357.88

Description of Costs: USE OF FACILITY, (3) INSTRUCTORS , AND A MEAL

Costs may include one-time training charges, seat charges, and travel expenses. Any other requested costs should be justified below.

With regard to travel expenses, if possible, travel should be limited to one trainer’s travel to the Grantee’s employees, rather than the cost of multiple employees traveling to the trainer. If requesting travel for more than one person, please explain why this is necessary in the Travel Cost Justification section. Travel shall be paid at State of Indiana rates. Lodging shall not be paid unless the person is traveling more than 50 miles to attend the training, unless an acceptable justification is provided in the Travel Cost Justification section.

Travel Cost Justification (if applicable): N/A

Project Budget:

	Budget Item	Cost
1	Training charges: FACILITY- (ROOM/A/V EQUIPMENT/PARKINGLOT DEMO)	\$ 1658.88
2	MEAL-	\$1199.00
3		
4	INSTRUCTOR-STEVE BAKER	\$1500.00
5	INSTURCTOR- RON SIX	\$1000.00
6	INSTURCTOR- DREW YANDO	\$1000.00
7		
8		
9		
10		
	Total Cost	\$ 6357.88

Certificate of Completion

This certifies that the individual below has completed the named education courses with 100% proficiency.

Course: What to Do if Your Site Isn't Marked

Credit Value: 0.02 hour(s)

Author: Safe Dig Indiana

Serial #: 201711291142513912
Completion Date: 1/129/2017

John Dohrn

Boonville Fire Department

410 S. 4th St.

Boonville, IN 47601

Certificate of Completion

This certifies that the individual below has completed the named education courses with 100% proficiency.

Course: Basics of the Indiana Dig Law

Credit Value: 0.02 hour(s)

Author: Safe Dig Indiana

Serial #: 20171129110201574

Completion Date: 11/29/2017

John Dohn

Boonville Fire Department

410 S. 4th St.

Boonville, IN 47601

Certificate of Completion

This certifies that the individual below has completed the named education courses with 100% proficiency.

Course: Consequences of Failing to Dig Safely

Credit Value: 0.02 hour(s)

Author: Safe Dig Indiana

Serial #: 201711291205067969

Completion Date: 1/29/2017

John Dohrn

Boonville Fire Department

410 S. 4th St.

Boonville, IN 47601

Certificate of Completion

This certifies that the individual below has completed the named education courses with 100% proficiency.

Course: Ticket Management 101

Credit Value: 0.02 hour(s)

Author: Safe Dig Indiana

Serial #: 2017112912271611240
Completion Date: 11/29/2017

John Dohm

Boonville Fire Department

410 S. 4th St.

Boonville, IN 47601

Electronic Approval History

	User ID	Approver Name	Datetime	Description
1	P025435	Taber,Pamela D	03/05/2018 1:02:37PM	Agency Fiscal Approval
2	S004382	Redding,Sandra D	03/09/2018 8:16:06PM	IDOA Legal Approval
3	R200416	Sobecki,Ronald Ervin	03/12/2018 7:58:18AM	SBA Approval